

## **Co-Wholesaling.....**

What is Co-Wholesaling? .....	2
The Art of Co-Wholesaling .....	4
Actions to Take to Co-Wholesale for Quick Cash .....	6
Getting a Meeting.....	8
Type of Wholesaler.....	8
Setting the Ground Rules.....	9
Important Things to Consider When Co-Wholesaling .....	10
Rules to Live by When Co-Wholesaling .....	11
The Difference Co-Wholesaling Makes for Your Business .....	12
Signing the Paperwork.....	13
Selling Their Properties.....	13
Selling Properties to Other Wholesalers .....	14
Closing the Deal.....	15
Getting Paid.....	15

## **Resources.....**

Script for call wholesalers.....	17
Investor Form.....	19
Co-Wholesaler Service Agreement.....	21
Co-Marketing Agreement.....	28
Memorandum for Fees.....	29

# Real Estate Investors Quick Cash System

## The Secrets To Co-Wholesaling Real Estate

### What is Co-Wholesaling?

Co-wholesaling is probably one of the most beneficial strategies we use to increase the number of deals we do on a monthly basis. What I want to do is lay out for you what co-wholesaling is. Also, the video training is very helpful to see a life walk through of the process.

In the simplest of terms, co-wholesaling is partnering with other wholesalers to sell your deal; a deal you have under contract, or to help them sell one of their deals. Ultimately, the intention is to split the profits. It is a way for us to develop relationships and co-promote other wholesalers' properties, and it will allow us to organically grow our buyers list by utilizing other wholesalers who have lists as well.

What does co-wholesaling do for us? What it provides us with is leverage. Let me go into a little bit of detail and explain what leverage is provided when we cross-promote and work with other wholesalers to co-wholesale other properties. The power in the leverage is simply taking the concept of working smarter, not harder, to a whole new level. It is going out and utilizing individuals, like-minded people in our business, who want to make money and do deals essentially the same way we do. When we leverage other people's resources such as their buyers lists or other wholesalers' properties or inventories, then we minimize the amount of work we have to do on the other end. For example, if we have a wholesaler who has a property in inventory where he has it under contract or he actually owns it, then all we have to do is come into the picture, work out an agreement with that wholesaler, and bring the buyer to the table. We split the profits 50/50.

What it also does for us is it organically grows our buyers list. What do I mean by that? Let me give you an example. When I started in this business, this is exactly what I did. I was very good at it, and it just came from practice and repetition. I was attending every REIA meeting I could go to. My process in my presentation was the same.

Very simply put, it was, "I am a wholesaler looking for cash buyers." As I went to those meetings over and over and over again, I would meet people who would have buyers on their list who I could cross-promote properties with.

Imagine meeting one person like me when you are just starting out, and that person has a list of over 50,000 buyers! You know that every single property you co-wholesaled with me is going to be exposed to 50,000 qualified buyers.

I have an example to share with you and this example started my an Bryans relationship.

Bryan Holmes: "When I met Zack I had eight properties under contract, all with \$5000 spreads in them. What I did was I sat down and looked at why they were deals and created flyers for those deals, and then I got them out to Zack's buyers list. Very quickly we sold four of those. We assigned four of those for a \$5000 assignment fee each. We made \$20,000 together as co-wholesalers in a span of five days."

Imagine the power of having those relationships of co-wholesaling, cross-promoting, and creating leverage inside your relationship with others who are out there doing the same thing!

Become partners with your competition. Do not run away from them. It is a much quicker way of making money in this business when we wrap our arms around the concept of partnering with somebody else and co-wholesaling.

## The Art of Co-Wholesaling

What is actually the art of co- wholesaling? When I look at the processes we go through to establish those relationships, we have to have a clear picture of what our objective is. Our objective here in practicing the art of co- wholesaling is we must make friends with our competition. You have to change your mindset and get out of the thought process of “I do not want to partner with my competition. They are going to do more deals than me. They are going to make more money than me.”

You have to look at it this way. Everybody out there that is doing this business in your marketplace can contribute value to your business, if you let them. Make the effort to build the relationship. The entire business of real estate is based on the strength of the relationships you establish. So, go out and make friends with your competition. Do not avoid them and do not run from them. Your competition, other wholesalers in your marketplace, can make a tremendous contribution to your business, and you can make a tremendous contribution to their businesses and create a win-win for both of you. It all starts with developing those relationships with them. Make friends with them and build those relationships.

How do we get there? How do we make friends with other wholesalers and develop those relationships? First, we must know who they are. Some of the ways we would find out who those wholesalers are would be asking at REIA meetings and looking online. Knowing who they are is the first step in developing those relationships and in practicing or getting prepared to practice the art of co- wholesaling. We will go a little more into detail later in this module about where we find them.

We want to know what other wholesalers and their buyers are actually buying. What have they closed on? What have they assigned? What types of properties do they want? What are the price points of the properties, and is the rehab light, moderate, or heavy? Do they have a higher concentration of rehabbers or landlords on their lists? How many deals do they do a month? What is the typical average assignment fee?

The next step in what we need to determine is where they are buying. We need to understand that because the majority of the buyers in many marketplaces are focused on a targeted section of the market. There are reasons for that, value, resale value, rental rates, good schools, or some attribute of the neighborhood that makes it attractive to buying—either as an investor or for first-time home buyer.

Last, we want to know from the other wholesalers how many buyers they have in their lists. We want to ask that question. We want to know how many buyers they have in their lists, and we want to go back to how many deals they have done in the last month and the last six months. We need to know how many of those buyers are repeat buyers so we know the kind of responsiveness we are going to get when we co-wholesale a property to that wholesaler's list. We also want to know what their buyers are looking for so we can co-wholesale the other way by bringing a deal to them and having one of their buyers buy. The same is true of them asking that question of us.

By providing each other the information, the background about your buyers or your inventory, it is going to set them up to go out and do what they need to do to either bring that property or deal to the table, or bring that buyer to the table and do a deal together. It is important that you get all that information. It is important that you go through that step-by-step process and make friends with your competition. Know who they are, what they are buying, where they are buying, and how many buyers they have in their lists.

## **Actions to Take to Co-Wholesale for Quick Cash**

Next we want to set you up to be successful in the art of co-wholesaling. We have to walk through the steps of what needs to happen next. What needs to happen next is once we have gone through the process of knowing who the co-wholesalers are in our marketplace, then we need to set ourselves up to call and interview as many wholesalers as we can. (See script that is resources)

My strategy I have used since I started in this business and advise everybody to use is always carry a pad and a pen in your car, and anytime you see any type of advertisement or bandit sign, write down that number and call it. Call the number on the bandit sign and go through the same process of asking the questions so you are able to develop those relationships a lot faster than you would if you were not out there taking action, observing the environment, seeing the marketing efforts of your competition, and reaching out to them.

The other step we want to take is to look in the paper and look online. Use key words searches like “investor special” or “handyman special” or “We buy houses” or “I buy houses.” Contact those people. Click on their ads.

Last, you want to know which REIA meetings are in your area. You want to know the time and dates they meet so you can go with the intention of looking for other cash buyers, but more so to ask for other wholesalers in your area. You have to choose to interact with these people in order to develop those relationships, so make it a point to go to your local REIA and network. Ask if there are any other wholesalers in the area and then go through the same process of developing relationships and talking about what areas they are buying in, how big their buyers list is, what their needs are, and if they have any inventory, so you can work directly with those other wholesalers to move forward at a faster pace to do deals.

You also want to reach out to your current buyers and see if they know of any other wholesalers. Chances are they probably do. They are not just working with you exclusively. It is good to reach out to other wholesalers you know because they are probably conducting business in a similar way that you are.

Next we want to go and put a ghost ad online (this is a property that you own or one you have owned or one that you have sold already.. This point is the ad is just to get people calling you about this great deal in the ad and your response to the callers is “ that has sold already, but I get great deals all the time if you would like to know about my deals first then all I need is your contact information”) and also possibly put one in the paper to attract other co-wholesalers.

We get exactly the same results we are expecting, and that is we get phone calls from other wholesalers wanting to work with us, wanting to co-market a property. When you do this, when you reach out and make those calls or put those ads up, be honest and transparent. Tell them you are a wholesaler and you are working with cash buyers who are looking for deals. Once again, we want to ask them about their buyers list. How big is it? What are they looking for? What types of properties have they bought recently? Ask anything else that would enable you to bring that missing part of the equation to the table. If it is property, then bring the right price property in the right area to match it up to the buyer’s needs and get a deal done quickly. If you can bring one of your buyers to the table on a property that they have in their inventory.

Last, after we have asked them about their buyers, we want to ask them if they have any deals under contract that they are currently marketing. If they say yes, then we want to ask them if we can market these properties on our Website and to our buyers list. The ultimate goal is to work *with* other wholesalers, not against them. Develop relationships that are going to forward your business and theirs at the same time. Everyone can make money doing this.

## **Getting a Meeting**

After we have reached out to a wholesaler and had an opportunity to have a conversation with him, if he is local, we want to request a personal meeting with him. Why do we want to do this? We want to develop a more personal relationship, and we want to get a chance to see if there is a fit. Obviously, personality and other things are taken into consideration. We want to meet him at his office or some neutral location like a Starbucks or another place you can feel comfortable to sit down and have conversations about working together.

What we want to do next is explain what we are doing and how we can help them. You can help them one or two ways: selling his/her properties or bringing properties to him/her. Most importantly, at the conclusion of that conversation, it is really, really important you emphasize you are committed to creating a win-win situation.

## **Type of Wholesaler**

Let's take a look at what type of wholesaler you are dealing with by discussing and going through the different types of wholesalers to work with. There are two types of co-wholesalers to work with. The first is wholesalers or co-wholesalers who have properties in inventory, and they want to partner with you in selling them. The second type is wholesalers that have buyers that are looking for properties. What we want to do is qualify them into one of those two categories so we know exactly how to work with them.



## Setting the Ground Rules

This is a very important step in the process. You must determine what is in the deal for you first. What is the profit margin? What is the spread? Secondly, we are going to ask for a 50/50 split every time. For example, if he is bringing a buyer to the table, and he has a contract and the profit margin and the spread is \$20,000, we are going to ask for half of that. We are going to ask for \$10,000.

Next, you need to determine if you are going to be paid from the net profit of the deal, the spread, or if you will need to add your fee on top of the sale price. This is something you need to be very conscious of because the last thing you want to do is add \$10,000 on top of someone else's deal, price it completely out of being a deal, and duplicate their efforts by putting the same property out on the Internet or market it to the same group of buyers at a higher price. It is very important if it comes down to that, you look at putting a smaller fee on top of it. However, the ideal situation is to split whatever fee is already in the deal 50/50 with the other wholesaler.

We must know the timelines of closing. It is very important that we know exactly how much time is left on the contract and on the contingency periods on the contract to close. Another important thing to know is how the wholesaler controls the property. Does he have an actually executed contract on it? Does he have a flex option on it? Whatever the case may be, we want to know exactly how the wholesaler controls the property.

When we are bringing buyers forward to a wholesaler's property, we want to know if we may show the property and how we access it. It is also important that if the co-wholesaler wants to be involved in that process, and usually they do, you want to always be at the property to show it to your buyer, if you are the one bringing the buyer forward.

Finally, you want to know what you can do to market the property and what has already been done by that wholesaler to market the property. This is extremely important because like I said before, the last thing you want to do is go out and duplicate a wholesaler's efforts in marketing a property at a different price on the same Websites and in the same newspapers..

The underlying rule is the wholesaler that controls the property is the one that sets the ground rules, so know what those are, know what you can and cannot do in your efforts to market the property, and then go out there and do it. The objective is very simple. You share the same common objective, and that is to get a deal done, bring a buyer to the table or bring a property to the table, and have him bring a buyer to the table.

## **Important Things to Consider When Co-Wholesaling**

Make sure that you ask what the other wholesaler has done to market the property. It is important that you know the rules for marketing the property up front before you go through spending time and effort to go out and market the property without knowing exactly what has already been done.

Secondly, you want to work out a fee agreement in writing with the wholesaler before you go out and start co-wholesaling this property. It is also important to watch the margins. Be conscious of the price with the fee in it. What percentage is that? We want to make sure it is still a deal that is priced at a level where we can sell it quickly.

Next, we have to have the mindset of doing deals, but keep in mind that not every deal is going to yield \$20,000 or \$30,000. Get into the mindset of hitting base hits, which are what we call the two, five, six, or seven thousand dollar deals. Those add up the same way that the big ones do. We utilize a volume approach. We are a high-volume

wholesaler. You should be a high-volume wholesaler concentrating on base hits and taking your profits off the table and doing it over and over and over again.

It is very important that you only deal with wholesalers who control the property. Do not waste your time dealing with someone who is trying to co-wholesale a wholesaler's deal to you. Your objective here is to leverage your time to get deals done more quickly. To do more deals, faster. Secondly, we want to maximize the exposure of your deals by partnering with other wholesalers who will market to their buyers lists. The intention there is to organically grow your buyers list at a very fast pace. Next, we want to join other wholesalers' lists and add them to our list as well, so when we get a deal in, it is immediately marketed to them and to their lists.

## **Rules to Live by When Co-Wholesaling**

Know your numbers and watch the margins. What do we mean by that? We mean it is very important to know the value of the property, what the contract price is, what the spread is. We need to determine what that resale price is or what the property is being marketed to according to the "after repaired" value, and what the loan to value ratio is.

When we say "watch the margins," what we mean is if, in fact, you do have to add a fee to it, you are very conscious of what adding that fee does to the overall final price or end price that another wholesaler would be paying. It is important that if you are the one out there bringing the property to the table, you control the deal. Get the deal under contract so that you control the deal. If you are working with other wholesalers in this process you have to have established a relationship with another wholesaler, you want to ask for proof that wholesaler has closed deals. If you were to ask us, we would tell you to contact our attorney who closes a lot of our deals or one of our title or escrow contacts that has facilitated multiple transactions for us. If a wholesaler is not willing to do that, then it should tell you that he has probably not closed a deal.

Finally, it is important to have everything in writing. Have an agreement in writing between you and the co-wholesaler that is clear and concise, that lets you know exactly what you can and cannot do, and lets you know how you will be paid. This agreement is in the recourse area call Co-Wholesaling Agreement.

## **The Difference Co-Wholesaling Makes for Your Business**

Let's take a look at this, and we will start by asking a question. Is it safe to say the more people you know, the more opportunities and more things are available? In real estate and wholesaling, the more people you know that want to buy real estate, the more opportunities you have to profit from your network. So, the extent of your network is extremely valuable, and the power is in who you know and the relationships you have built with them.

The objective and the goal here is we continuously strive to develop new quality relationships with other wholesalers every day. There are people getting into this business every single day. Does it not make sense to establish relationships with anybody and everybody in this business and to leverage your ability to co-wholesale with anybody? Absolutely!

One of the most powerful differences co-wholesaling makes for your business is it makes making money quickly through co-wholesaling pretty easy when you have developed and continued to grow an active network of qualified buyers. You will begin to profit quickly when you begin to work with other property pros, specialists, experts in your field, or other wholesalers who have some experience. In every transaction you get involved in, it is important you create value for the end buyer. Creating value for the end buyer is why we sell properties so fast.

## **Signing the Paperwork**

When we are co-wholesaling a property with another wholesaler, it is important we have in writing whatever agreements we need to guarantee we get paid along with the understanding of what we can and cannot do. Protect yourself by using our Co-Marketing Agreement. This is in the Resource section of your Members area. It is a very powerful, simple, and straightforward document. A one-page document that spells out the conditions of what you can and cannot do, what dollar amount you will be compensated, what marketing efforts you will be undertaking, and the subject property you are agreeing to co-wholesale together.

Most important is going to be that they lay out your compensation in the transaction, and it is also clear what your intentions are and what you expect in return for your services. That way there is never any misunderstanding what your role is and what you are getting paid for your efforts.

## **Selling Their Properties**

Now, when we collaborate with another wholesaler to sell one of his properties, it is really, really important we know some things here. What must we know? We need to know what he has done to market the property. We need to know the timeline. We need to know how much time is left to get the deal closed and if the contingency period still has time left on it. Who will be in control of the paperwork when you bring a buyer to the table? Why is it important to do that? It is important to do that because when it comes time for a buyer to step up and come to the table, we want to make sure that the person who controls the property and has all the documentation moves just as quickly to bring his side to the table to get the deal done. We also want to always go with the buyer to the co-wholesaler's property when we show it to the buyer. You never ever want to have your buyer go to the property without you there.

When you are co-wholesaling another wholesaler's property, you want to market the property to your buyers list and any other marketing avenues such as the newspaper, the Internet, and bandit signs that do not conflict with the rules established by the wholesaler so that the marketing of that property stays consistent and there is no overlap. We do not want there to be conflicts created, and you cover more ground by sharing the same objective of getting the deal done and closing it and making money together.

## **Selling Properties to Other Wholesalers**

When we collaborate with another wholesaler and we have a deal in inventory or under contract, these are some of the things we must be aware of and do.

You must maintain control of the property when having another wholesaler sell a property you have under contract. Whoever has that property under contract is in full control of it and is the one that sets the ground rules about what can and cannot be done. Make that very clear with anybody that wants to co-wholesale a property that you have under contract.

You also want to make sure they do not cross-market on the same Websites you have used. For example, if you have already used Postlets, VFlyer, or SellPoint, and you know that the property has been out to almost every syndicated real estate Website, let him know that so he does not go and duplicate your efforts.

Last, you want to have him sign your Co-Marketing Agreement to show how much he will be paid. You always want to meet his buyer at the property to show it to him, and when he brings a buyer forward you want to make sure he signs all the paperwork and gives all the contact info.

## **Closing the Deal**

Now, we are at that point of getting close to making money and closing the deal. Let's walk through the process of closing a deal and lead you into the process of getting paid.

Most importantly, make sure to have all the paperwork signed by the co-wholesaler and his buyer. If closing with a cash buyer, make sure to collect the entire assignment fee up front. But if you are being paid some of your assignment fee up front and some later, you need to make sure you have an agreement stating that with the co-wholesaler and detailed as to when you are going to get paid the other portion of it.

Last, provide your information to the escrow office or closing attorney so if, in fact, they are going to pay you out of escrow, they know exactly where to wire the money or where to send the check. We always want to double check with escrow and title to make sure they have all the documentation needed to facilitate a closing and get the deal done.

## **Getting Paid**

We are now there. We have crossed that finish line. We are in the final stage of the process, and now we are ready to get paid.

You will be paid from the co-wholesaler, if he is bringing the buyer to the table. You will be paid by your buyer, if you are bringing the buyer to the table. If, in fact, you are being paid by the co-wholesaler, make sure that you have your documents signed stating your fee in the deal. Position yourself to cloud title for services rendered, if that

is necessary. If for any reason you feel the wholesaler may not pay you your fee, it is important you position yourself so you can cloud title or lien the property if necessary.

That is it. We go through this process step-by-step-by-step utilizing the relationships we develop with other wholesalers. We bring half of the equation or half of the piece of the puzzle to the table, and we close the deal together, get paid, and split the profits.

This is by far the easiest and fastest way to get started as a wholesaler and start making money right now. Don't wait another minute and start calling your leads.

I also want you to spend time watching the video training in this course because I walk you through the 3 steps to the transaction and show you what to do live and have video of me and a student do this live for you. Don't miss the video training.

To your success,

Zack Childress

Master Real Estate Investor

[www.REISuccessCoaching.com](http://www.REISuccessCoaching.com)



# RESOURCES

## Script for Co-Wholesaling

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### Calling Co-Wholesalers

When calling a co-wholesaler, you will want to follow the script below. It will give you a better direction and the process that you need to go through to determine what type of partner they will be. It will also help determine if they have buyers or deals readily available for you to either bring a buyer to them or bring a deal to them. Also, you will notice as we move forward, that there will be a process of trying to figure out what type of buyers that they have so that we know what type of deals to bring to their buyers.

### Script for Calling Wholesaler

Ring ring, ring ring..... Hello!

**Hi, my name is \_\_\_\_\_ and I saw your advertisement to sell one of your houses and it looks like you are a wholesaler and you are selling properties at a discount. Is that correct? \_\_\_\_\_**

**Well, you know, I am a real estate investor looking for great deals and I also work with a group of investors that may be interested in some of your deal if they don't meet my buying criteria. Do you have any inventory available? \_\_\_\_\_**

(Now this is where you are going to see what type of inventory they have and if they have inventory available. Then we are going to move on to setting a meeting. If they don't have inventory available, that is where you would move forward into qualifying their buyers. )

If the wholesaler has inventory say the following:

**Oh, well that is great to hear that you have inventory available. Can you tell me about some of the deals you have? \_\_\_\_\_. I would like to see some of the property if they are available. Is there any way we can set up a meeting to go out and see some of the inventory you have on \_\_\_\_\_ or \_\_\_\_\_?**

\_\_\_\_\_  
**Great, we will meet you out there on \_\_\_\_\_ and we will see what you have available. We will see if it is something that I am interested in or if it may be something that one of our other investors may want to come to the table and buy. If we bring another buyer to the table for you are you okay with Co-Wholesaling with us? \_\_\_\_\_.**

(If they say yes, you are in a gold mind. If they say no, say the following)

***I completely understand. Maybe you don't understand term but just the process. Co-wholesaling is where we bring a buyer and you have the deal. If our buyer closes on the deal and there is a \$10,000 fee in there, we split the fee with you. It is the same way if you bring a buyer to one of our deals. If we make \$10,000, we would pay you \$5,000 and we would make \$5,000. This is just so that we are on the same page. We will look at the deals that meet our criteria and then we would love to run the numbers on it. But if does not work, why not still do a deal together? We can bring a buyer to the table to help close on the deal for you.***

If they are okay with the Co-Wholesaling this is when you want to talk about getting paid on the deal.

***Great, we typically will split the assignment fee with our partners in the deal. You understand you bring the deal with bring the buyer 50/50 split. Also, we have a co-marketing agreement that we would like to send over to you that just gives us the right by you to market your deal to our buyers. Where should I send that to \_\_\_\_\_.***

Now, this is when you set up the ground rules and go over the agreement with them and make sure they have deals so you can bring in the buyer.

Now let's also look at the point of view that if they don't have inventory and they have buyers. How we do that is by the following and we will lay the process out for you.

This would come into play after the first script above.

***So you don't have any inventory right now? Well, I can completely understand that. Sometimes inventory can be difficult to get. Do you have buyers waiting on you to bring inventory in? \_\_\_\_\_***

If they say Yes...

***Great! Because you know what? We have inventory that just did not meet the needs of our buyers so maybe they can meet the needs of your buyers. If you would like to bring your buyer to one of our deals, we would be more than happy to split the assignment fee with you. So, for example, if we make \$10,000 we will give you \$5,000 for bringing your buyer to the table, and we will keep \$5,000. If this is something that you are interested in doing with us, I would love to talk to you more about the process, how we do everything, and the paperwork involved to make sure that you are protected and secure that you will get your payment from us.***

If they say okay set the meetings with them at the house or anywhere just get the meeting.

Also, you have to remember to qualify their buyer. This is how that process is done.

***So, Mr. Wholesaler, I just want to make sure we are on the same page and so we are not bring inventory to one of your buyers that are not interested in it. Can you send me a break down: like Buyer A, what he wants, what areas he wants, and what type of deals he is looking for; Buyer B, if he is a wholesaler or rehabber, or if he is a cash flow investor; Buyer C, if he is a commercial investor. We do not really need their name or their information. We just need to know their criteria and then we will bring those deals to you. You can present those deals to your buyers and, if we find an agreement, we can come together and co-wholesale the deal. That is typically how we work. We co-wholesale with investors like you so that we can make a win/win situation. We split the assignment fees. Does that sound like something you are interested in?***

# Investor Profile Sheet

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Office Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_ Fax \_\_\_\_\_

**E-Mail** \_\_\_\_\_

## About Your Investor

Would you consider yourself? Beginner(3 deals or less) Intermediate(4-10) Advanced(over 10) Yr.

## What area of Investing interests you the Most?

\_\_\_\_ Wholesale Buying & Wholesale Selling

\_\_\_\_ Assigning Contracts

\_\_\_\_ Wholesale Buying & Retail Selling

\_\_\_\_ Buy, Rent & Hold

\_\_\_\_ Buy & Sell Owner Finance

\_\_\_\_ Other \_\_\_\_\_

## What % under Fair Market Value do you like to Buy at?

\_\_\_\_\_

## What area do you Buy property in?

\_\_\_\_\_

**What areas interest you the most?**

\_\_\_ Low Income Areas    Less than    -----    \$ \_\_\_\_\_

\_\_\_ Working Class Areas    \$ \_\_\_\_\_ to \$ \_\_\_\_\_

\_\_\_ Middle Class Areas    \$ \_\_\_\_\_ to \$ \_\_\_\_\_

\_\_\_ High In Homes    \$ \_\_\_\_\_ to \$ \_\_\_\_\_

**What type of Properties are you interested in?**

\_\_\_ Single Family    \_\_\_ 2-4 Units    \_\_\_ Other \_\_\_\_\_

**Do you currently own property?**    \_\_\_ Yes    \_\_\_ NO

**Do you plan to invest this year?**    \_\_\_ Yes    \_\_\_ NO

**Can you close in 5 – 10 day's ?**    \_\_\_ Yes    \_\_\_ NO

**Are you open to Partnerships?**    \_\_\_ Yes    \_\_\_ NO

COMMENTS:

\_\_\_\_\_

# Co-Wholesaling Service Agreement



## Landmark Property Investments

234 Travis Court, Suisun City, California 94585, USA ◦ +1 (707) 534—1577 Office ◦ +1 (707) 552—0855 Fax ◦

This Service Agreement (the "Agreement"), made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between \_\_\_\_\_ (hereinafter "Service Provider") and \_\_\_\_\_ (hereinafter "Client").

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(address of Service Provider)

### MARKETING SERVICE AGREEMENT

#### BACKGROUND:

1. The Client is of the opinion that the Service Provider has the necessary qualifications, experience, and abilities to find brokers of funding sources, investors, and buyers of real estate for and to market properties for the Client.
2. The Service Provider is agreeable to providing such services to the Client, on the terms and condition as set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

## **Engagement**

In consideration of \_\_\_\_\_ knowledge and expertise regarding specific real estate opportunities, their marketing and advertising capability, and their extensive investor network database, which results in them being able to bring unique \_\_\_\_\_ investment opportunities to investors, \_\_\_\_\_ desires \_\_\_\_\_ to retain \_\_\_\_\_, to assist in securing qualified brokers of buyers, investors, and buyers for the specific confidential investment opportunity named below.

For the Services provided by the Service Provider under this Agreement, the Client will have no direct out of pocket expenses for any marketing services rendered. Service Provider will be paid upon completion of the services provided.

The Service Provider agrees to market the subject investment opportunity and to do everything reasonably within its power to locate qualified buyers and such other services as the Clients and the Service Provider may agree upon from time to time. **All subject opportunities will be outlined in Appendix A.**

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## **Terms of the Agreement**

1. The term of this Agreement will begin on the date of this Agreement and will remain in full force and will stay in effect until cancelled in writing by either party.
2. Client will do everything in their power to help in the close the transaction once Service Provider has brought in a prospect for any investment opportunity.
3. The Service Provider will communicate with Client only and not limited to the process, with collecting documents, obtaining Non-disclosures Non-Circumvention agreements, setting up conference calls, and appointments as necessary.

## **Performance**

4. Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **Compensation**

5. Compensation for the Services provided by the Service Provider under this Agreement will be paid 50% of the assignment fee or option consideration money on any and all deals that the Service Provider brings in a qualified buyer that closes and the Service Provider may if needed send in an invoice

for their services for any deals that the Service Provider has brought a prospect in that closes.

**Return of Property**

6. Upon the expiry of this Agreement, the Service Provider will return their copies of all documentation to the Client and any property, records, or confidential information, which is the property of the Client.

**Legal Expenses**

7. In the event that legal action is brought to enforce or construe any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action. A license arbitrator will be used.

**Notice**

8. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and either served personally, by email, by facsimile or by registered mail. The addresses for any notice to be delivered to any or the parties to this Agreement are as follows:  
  
\_\_\_\_\_.
9. Alternatively, to such other address as to which any party may from time to time notify the other.

**Titles/Headings**

10. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

**Gender**

11. Words in the singular mean the included the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Confidentiality**

12. The Service Provider acknowledges that a material term of the Agreement with the Client is to keep all confidential information belonging to the Client confidential and protect its release to the public. The service Provider agrees not to divulge, reveal, report or use, for any purpose, any confidential information which the Service Provider has obtained, or which was disclosed to the Service Provider by the Client.



13. The obligation to protect the confidentiality of the Client's confidential information will survive the termination of this Agreement and will continue for a period of 6 months from the date of such termination.
14. The Service Provider may disclose any of the confidential information:
- a. To a third party where the Clients have consented in writing to such disclosure; and signed a NCND.
  - b. To the extent required by law or by the request or requirement of any judicial, legislative, administrative, or other government body. However, the Service Provider will first have given prompt notice to the Clients of any possible or prospective order (or proceeding pursuant to which any order may result), and the Customer will have been afforded a reasonable opportunity to prevent or limit any disclosure.

**Assignment**

15. This Agreement is a personal one, being entered into in reliance upon and in consideration of the personal skill and qualifications of the Service Provider. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Clients.

**Capacity/Independent Contractor**

16. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. The Service Provider and the Client acknowledge that this Agreement does not create a partnership or joint venture between them.

**Modification of Agreement**

17. Any amended or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

**Time of the Essence**

18. Time will be of the essence of this Agreement and of every party hereof. No extension or variation of this Agreement will operate as a waiver of this provision.

**Entire Agreement**

19. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it.

**Severability**

20. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Currency**

21. Unless otherwise provided for, all monetary amounts referred to herein will be paid in US dollars.

**Governing Law**

22. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with the governed, to the exclusion of the law of any other forum by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Notice**

23. We will use our reasonable efforts and approaches to help our Client find funding for his/her project. It is also understood that the Service Provider is acting as a marketing firm to acquire of funding sources, investors, and funding capital.

**In witness where of the parties have duly executed this Service Provider Agreement this \_\_\_ day of \_\_\_\_\_, 20\_\_**

\_\_\_\_\_  
**Service Provider**

\_\_\_\_\_  
**Client:**

\_\_\_\_\_  
**By:**

\_\_\_\_\_  
**By:**

# Appendix A

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_
- 9. \_\_\_\_\_
- 10. \_\_\_\_\_

# Company Name Here

## Co - MARKETING AGREEMENT

This service agreement is made this \_\_\_\_day of \_\_\_\_\_ 20\_\_ by and between \_\_\_\_\_ **and/or assigns**, the Service Provider, and \_\_\_\_\_, the actual Seller/Owner of said property or project.

In consideration of \_\_\_\_\_(Users Company Name ) knowledge and expertise regarding specific real estate opportunities, their marketing and advertising capability, and their extensive investor network database, which results in them being able to bring unique investment opportunities to investors, \_\_\_\_\_ **(Co-Wholesaler or Owners Name)** desires to retain \_\_\_\_\_ **(Users Company Name)** to assist in securing a qualified investor/buyer for the specific property named below.

For the Services provided by the Service Provider under this Agreement, the Customer will have no direct out of pocket expenses for any services rendered. Service Provider will be paid upon completion of the contract and payment will be incorporated into the purchase price of the home payable by buyer unless other wise agreed to be paid by \_\_\_\_\_ **(Co-Wholesaler or Owner)**

The Service Provider agrees to market the subject property for 45 days and to do everything reasonably within its power to locate a qualified buyer, who will present an offer acceptable to the seller on the subject property.

Address of property:

\_\_\_\_\_

This agreement is binding upon heirs, administrators, assigns, executors and personal representatives of the parties of this agreement.

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ **(Co-Wholesaler or Owner)**

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ **(Student Company Name)**

## Memorandum for Fees

On this date, the following parties entered into an agreement in which \_\_\_\_\_ acquired an option to purchase an interest in property owned by \_\_\_\_\_.

The Property is described as:

\_\_\_\_\_

Address of Property

\_\_\_\_\_

City

State

Zip Code

Legal Description: (To be attached)

1. The term of this agreement is \_\_\_\_\_ years, running through midnight \_\_\_\_\_, 200\_\_
2. As part of this agreement, \_\_\_\_\_ seller agree not to further encumber the property, nor sell any interest in the property during the term of this agreement. Any encumbrance placed on the property after this agreement is properly executed and recorded, including leases will be subordinate to this agreement and will be extinguished by the proper execution of this contract.
3. This agreement is for the purposes of fee owed to \_\_\_\_\_ and if fees are not paid within 7 days at time of close of subject property then \_\_\_\_\_ has the rights to fill a lien against the subject property of fee owed to them.
4. This agreement will bind heirs, executors, administrators, successors, legal representatives, and assigns of each party to this agreement.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_

Seller Signature

\_\_\_\_\_

Wholesaler

\_\_\_\_\_

\_\_\_\_\_

Seller Signature

